

This form must be included; please check off each item that applies

"Check List"

For Invitation for Bids (IFB)/ Request for Proposals (RFP)/ Request for Qualifications (RFQ)

- ☐ Invitation for Request for Proposals (RFP)
- ☐ **Submitted within RFP notice due date and time; name and address of vendor, date of RFP opening; RFP number and title on outside of sealed envelope**
- ☐ Specification
 - ☐ RFP form requires pricing for each item specified
 - ☐ Price Schedule form requires separate pricing per item and extended price per quantity provided
 - ☐ Please verify GRAND Totals are provided & correct
- ☐ Price are included in furnished forms
- ☐ Licenses & Permits as issued by City of Laredo Health Dept. & Sate Health Dept.
- ☐ Vendor Information Form must be filled in and signed
- ☐ References
- ☐ Proof of no delinquent Business or Property Taxes owed to WEBB COUNTY signed & notarized
- ☐ Conflict of interest questionnaire included
- ☐ Certification Regarding Debarment (Form H2048)
- ☐ Certification Regarding Federal Lobbying (Form 2049)
- ☐ Workers compensation certificate (copy); include copy of insurance coverage in package

Signature of persons
Completing this form

Formal Invitation for Bid (IFB)/Request for Proposals (RFP) /Request for Qualifications (RFQ)

County of Webb	Date Issued:	RFP NO. 2014-89
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Sealed Bids/RFPs/RFQs are subject to the Terms and Conditions of this Invitation for Bids/RFPs/RFQs and the accompanying schedule, terms, conditions, provisions, specifications, and all other forms in this package are due before **2:00 p.m.** (central time), on **February 11, 2014**. Please note Bids/RFPs/RFQs received after 2:00 p.m. on the due date will not be opened or accepted. Sealed Bids/RFPs/RFQs will be publicly opened for furnishing the supplies or services described in the accompanying schedule, and must be hand delivered, or mailed to the following location:

Webb County Clerk's Office
1110 Victoria St.
Suite 201,
Laredo, TX 78040

RFP No. 2014-89 "3 month Contract for Produce"

Conditions:

1. All bid quotations must be submitted with this specification form. Webb County will not accept Price Schedules that are submitted on forms other than those furnished in this Bid/RFP package.
2. The County reserves the right to hold all bids for a period of thirty (30) days from date of bid opening, without taking action thereon.
3. The County reserves the right to reject any and all bids to waive defects and formalities in such bids, and to award contract to the bidder which it considers has submitted the lowest and over best value.
4. The County reserves the right to select a primary & secondary vendor, and or to select multiple vendors.
5. It is the requirement of the bidder to acquaint fully with the conditions of the specifications. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve him from any obligation of this bid invitation.
6. Bidder must fill out all portions of the bid unless otherwise stated in this contract.

Term of Contract:

Contract shall be for the period beginning **February 24, 2014** and terminating **May 24, 2014**

The County of Webb is considering extending this contract for an additional 3 months. Please indicate below if your company would be interested in an extension.

YES ☐

NO ☐

GENERAL SPECIFICATIONS

A. INTRODUCTION:

These specifications are written to describe a method of procurement where all purchases are made through an automated/computerized system will assist the user in all areas of food preparation management and provide managerial controls in the following areas:

- | | |
|------------------------|---------------------------------|
| 1. Ordering | 6. Invoices & Inventory control |
| 2. Receiving Procedure | 7. Pricing & Customer Unit Cost |
| 3. Damages | 8. Cost per meal |
| 4. Shortage | 9. Meal Portions |
| 5. Returns | 10. Menu Preparation |

B. ORDERING PROCEDURE (Ordering Entry)

The food vendor must provide a consistent ordering method via a computer system to provide the Webb County Purchasing Office with a working relationship to establish a consistent practice using a “**ONE STEP DISTRIBUTOR**” concept.

Order Entry: allows the user department to enter orders directly via PC computer system allowing for greater flexibility to place orders to vendor at department's convenience.

C. DELIVERY

1. The vendor must provide the County with at least five deliveries per week (or as needed) at the following Webb County facilities:

a. Community Action Agency

1. Meals on Wheels
2. Elderly Nutrition
1302 Convent

b. HEAD-START

1. Floyd Kitchen- 4704 Naranjo
2. El Cenizo- 3540 Cecilia Lane
3. Sierra Vista Center- 102 Sierra Vista
4. Palominos Kitchen- LCC- West End Washington St.

***PLEASE NOTE: AS PART HEAD-START REIMBURSEMENT REQUIRMENTS, ALL PROCESSED FOOD MUST HAVE A CHILD NUTRITION LABEL OR A PRODUCT ANALYSIS ON COMPANY LETTER HEAD.**

c. Webb County Solomon Casseb Youth Village

111 Camino Nuevo Rd. Hwy 359

d. Webb County Law Enforcement Center

1000 Washington St. Laredo, TX 78040

e. Casa Blanca Golf Course

3900a Blanca Rd. Laredo, TX 78042

*** If services are necessary, contract will cover all Webb County Departments (A list of county departments and addresses will be provided to successful bidder.)

2. All deliveries must be made by food Vendor in accordance with a pre-arranged delivery schedule.
3. All deliveries will be made Monday through Friday between the hours of 7:00 a.m. 5:00 p.m. (with the exception of certain items i.e. spices, dairy, Orange drink/ fruit juices which need to be delivered between 7:00a.m. 10:00a.m.)

D. PRODUCTION EXPANSION

During the term of this contract, the food vendor may introduce to the purchasing office new product lines that will provide cost savings in the area of meal preparation. All new products require approval of the purchasing office.

E. USAGE REPORTS AND FOOD COST MANAGER

The food vendor will provide the purchasing office with monthly usage reports (broken down by departments) with manufactures' allowances/rebate reports and cost/usage monitoring. These reports should be turned into the food service buyer.

Food Cost Manager: The Vendor must have software capability to enable the user departments to create recipes and menu items. This will allow the user to adjust the food cost percentage by providing an effective tool to meet food cost goals.

F. CREDIT TERMS:

The County of Webb will operate on a thirty (30) day term invoices. All orders will be placed through the ordering department and a purchase order will be issued by the Purchasing Department.

G. SERVICE

Service must be a priority with the successful bidder. Due to the limited storage facilities timely deliveries are critical to the kitchen operations.

H. ORDERING PROCEDURE

The food vendor must provide the County two methods in offering food items.

Method 1: This method consists of an “On-line” system available to link the user department and purchasing department with food vendor to place orders. The online system should have a link in which the user can go and place an order for next day delivery. The system will allow for the county to check for; inventory quantity on hand, available substitutions, pricing, etc. This will provide the purchasing office greater control and accountability. This Online system should have a required field for a purchase order number.

Method 2: The second method consists of the food vendor providing back-up support through a sales representative. The sales representative will be responsible in assisting the County with questions in all areas of food purchasing and invoicing.

I. SUBSTITUTIONS

In the event a food item is unavailable at the time of ordering a vendor may offer a substitution if the following conditions are met:

- a. Substitute food item must be of Equal Value & Cost*
- b. Substitute food item must be of Equal Grade*
- c. Substitute food item must be approved by Ordering Department*

J. RECEIVING PROCEDURE

All orders must adhere to the following delivery procedure:

1. With each shipment, the vendor must provide a signed delivery receipt and an original invoice. All orders must be checked for quantity of cases during delivery to the Webb County user department. The user department will receive all merchandise and sign all documents related to the delivery of items.
2. During time of delivery, should any product be short, damaged, spoiled, or incorrect the driver will be responsible for taking the item back, and issuing credit. The driver will be responsible for leaving the user department the original invoice referencing the credit. (If drivers use "credit codes" a copy of the list of credit codes will be required for any and all departments processing payments)
3. Timely Original Invoices are very important. All invoices are referenced to a purchase order.

K. STANDARD PICK –UPS OR RETURNS

If for any other reason, should a product need to be returned, the following information should be reflected on the vendor's credit form.

1. Purchase order and date
2. Quantity ordered
3. Pack/Size
4. Product description
5. Unit price & Extended Price
6. Breakdown of categories
7. Invoice amount / Credit amounts

L. Invoicing

The County of Webb will only process original invoices for payment. Original invoices should include the following information: vendor name & address, invoice number, invoice date, ordering department, quantities delivered, product description, package size, unit price, extended price, grand total, and must include a receiving signature.

All catch-weight merchandise, (product sold by pound instead of the case) must be billed by vendors' computer automated system, stated price per pound. The weight of the merchandise must be multiplied by the price per pound will result in the invoice case total.

The County of Webb will accept hand written invoices under certain conditions such as computer down time, etc. The hand written invoice will be handled as actual billing invoice, and should include the following: vendor name & address, invoice number, invoice date, ordering department, quantities delivered, product description, package size, unit price, extended price, grand total, and must include a receiving signature.

Inventory Management System: Vendors' computer software must have the ability to generate, maintain and print inventory reports based on departments order guides.

M. PRICING AND CUSTOMER UNIT COST

This Contract requires Food Provider to honor contract pricing for the length of the contract (1 year).

N. COMMITMENT AND SERVICE

Please provide a brief summary on how your company will provide the service that is outlined in these specifications. *Please use form provided at the end of bid package*

O. CONTRACT TERM

This contract will be in effect for one year with a one year option to extend beginning on date of award.

Termination Clause:

This agreement may be terminated by a thirty (30) day written notice issued by either party. All merchandise delivered during the thirty day notice will be paid in full to the successful bidder.

The Webb County Commissioners Court will award the contract to the successful proposer who meets the proposal parameters to include pricing scoring and other evaluation factors.

Best Value Items include:

- Prices
- Timely deliveries
- Bidder's previous record of performance and service
- Quality and conformance to specifications and service.

P. Certification and Licensing

All Bidders must be certified or licensed. All local enterprises are to obtain a City Food License from the City of Laredo Health Department or their local health department. Establishments that do whole selling are considered wholesalers, and these types are required by the State Health Department to obtain a wholesaler permit at the state level. These documents must be submitted with the RFP Package.

Certification Regarding Federal Lobbying Form and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts are to be submitted with the RFP Package.

Price Schedule Forms

Please fill out entirely the following:

***** Extended Price = Unit Price X Estimated Quantities**

***** Please provide grand totals at the end**

***** Round All Prices to the nearest cent**

RFP 2014-89 "3 Month Contract for Produce" (Fixed Price Required)

	Category	Item#	Description	Brand	Pkg Size	Quantity	Pkg size If Different	Unit Price	Extended Price
1	1 - PRODUCE	001003	APPLE RED DL XF WSH 64 CT	PACKER	1 / 40 LB	7			
2	1 - PRODUCE	001004	APPLE RED DL XF WSH 72 CT	PACKER	1 / 72 CT	2			
3	1 - PRODUCE	001006	APPLE RED DL XF WSH 88 CT	MARKON	1 / 40 LB	69			
4	1 - PRODUCE	001062	APPLE RED DL FCY WSH 113 CT	MARKON	1 / 40 LB	2			
5	1 - PRODUCE	001063	APPLE RED DL FCY WSH 125 CT	MARKON	1 / 40 LB	17			
6	1 - PRODUCE	001064	APPLE RED DL FCY WSH 138 CT	MARKON	1 / 40 LB	86			
7	1 - PRODUCE	001090	APPLE RED DL FCY 138 CT	PACKER	1 / 138 CT	282			
8	1 - PRODUCE	001198	APPLE RED DL XF	PACKER	1 / 5 LB	5			
9	1 - PRODUCE	002005	APPLE GOLD DL XF WSH 88 CT	MARKON	1 / 40 LB	13			
10	1 - PRODUCE	007001	APPLE GRANNY SMITH	PACKER	1 / 12 CT	3			
11	1 - PRODUCE	007034	APPLE GRANNY SMTH FCY 72 CT	PACKER	1 / 72 CT	1			
12	1 - PRODUCE	007036	APPLE GRANNY SMTH FCY 88 CT	MARKON	1 / 88 CT	8			
13	1 - PRODUCE	007037	APPLE GRANNY SMTH FCY 100 CT	PACKER	1 / 40#TR PK	15			
14	1 - PRODUCE	007039	APPLE GRANNY SMTH FCY 125 CT	PACKER	1 / 125 CT	34			
15	1 - PRODUCE	009848	APPLE SLICES RED USA	SUN RICH	24 / 2 OZ	539			
16	1 - PRODUCE	009863	APPLE SLICED BAGS	PACKER	100 / 2 OZ	23			
17	1 - PRODUCE	018001	BANANA PREMIUM US #1	PACKER	1 / 40 LB	18			
18	1 - PRODUCE	018004	BANANA GREEN TIP	PACKER	1 / 40 LB	996			
19	1 - PRODUCE	018004	BANANA GREEN TIP	PACKER	1 / 40 LB	21			
20	1 - PRODUCE	018007	BANANA PREMIUM	PACKER	1 / 10 LB	19			
21	1 - PRODUCE	023006	BLUEBERRY FRESH	PACKER	6 / 6 OZ	2			
22	1 - PRODUCE	023006	BLUEBERRY FRESH	PACKER	6 / 6 OZ	24			
23	1 - PRODUCE	026002	STRAWBERRY CLAMSHELL	MARKON	8 / 1 LB	399			
24	1 - PRODUCE	026012	STRAWBERRY WITH STEM	PACKER	4 / 16 OZ	1			
25	1 - PRODUCE	026055	STRAWBERRY CLAMSHELL	MARKON	2 / 4 LB	18			
26	1 - PRODUCE	028065	LEMON CHOICE 95 CT	PACKER	1 / 95 CCT	1			
27	1 - PRODUCE	028089	LEMON STANDARD 200 CT	PACKER	1 / 200 CT	4			
28	1 - PRODUCE	028089	LEMON STANDARD 200 CT	PACKER	1 / 200 CT	10			
29	1 - PRODUCE	028197	JUICE LEMON FRESH SQUEEZE	MARKON	16 / 1 QT	1			
30	1 - PRODUCE	029029	LIME PERSIAN #1 200 CT	PACKER	1 / 200 CT	12			
31	1 - PRODUCE	029029	LIME PERSIAN #1 200 CT	PACKER	1 / 200 CT	12			
32	1 - PRODUCE	031069	ORANGE FANCY 88 CT	PACKER	1 / 35 LB	17			
33	1 - PRODUCE	031100	ORANGE CHO 56 CT	PACKER	1 / 35 LB	2			
34	1 - PRODUCE	031110	ORANGE CHO 88 CT	PACKER	1 / 88 CT	74			
35	1 - PRODUCE	031111	ORANGE CHO 113 CT	PACKER	1 / 113 CT	20			
36	1 - PRODUCE	031112	ORANGE CHO 138 CT	PACKER	1 / 138 CT	1,004			
37	1 - PRODUCE	031293	JUICE ORANGE FRESH SQUEEZED	SUN ORCHARD	4 / 1 GAL	1			
38	1 - PRODUCE	031298	ORANGE FANCY 22 CT	PACKER	1 / 22 CT	4			
39	1 - PRODUCE	031525	TANGERINE CHILEAN	PACKER	1 / VOL FILL	10			
40	1 - PRODUCE	033070	FRUIT SALAD DELUX P'APPL	SUN RICH	1 / 8 LB	7			
41	1 - PRODUCE	033085	PINEAPPLE CHUNKS K	SUN RICH	1 / 8 LB TUB	1			
42	1 - PRODUCE	036018	CANTALOUPE US#1 9 CT	PACKER	1 / 35 LB	143			
43	1 - PRODUCE	036020	CANTALOUPE US#1 15 CT	PACKER	1 / 35 LB	25			
44	1 - PRODUCE	036091	CANTALOUPE US#1 6 CT	PACKER	1 / 6 CT	3			
45	1 - PRODUCE	036093	CANTALOUPE US#1 3 CT	PACKER	1 / 3 CT	5			
46	1 - PRODUCE	037004	HONEYDEW MELONS US #1 3 CT	PACKER	1 / 3 CT	50			
47	1 - PRODUCE	037004	HONEYDEW MELONS US #1 3 CT	PACKER	1 / 3 CT	6			
48	1 - PRODUCE	037008	HONEYDEW MELON US #1 6 CT	PACKER	1 / 30 LB	11			
49	1 - PRODUCE	037010	HONEYDEW MELONS US#1 9 CT	PACKER	1 / 30 LB	97			
50	1 - PRODUCE	040028	WATERMELON	PACKER	1 / EACH	2			
51	1 - PRODUCE	040028	WATERMELON	PACKER	1 / EACH	39			
52	1 - PRODUCE	040028	WATERMELON	PACKER	1 / EACH	52			
53	1 - PRODUCE	040095	WATERMELON SEEDLESS RED	PACKER	1 / EACH	24			
54	1 - PRODUCE	040095	WATERMELON SEEDLESS RED	PACKER	1 / EACH	4			
55	1 - PRODUCE	045067	GRAPE RED SEEDLESS	PACKER	1 / 18 LB	2			

56	1 - PRODUCE	045080	GRAPE GREEN SEEDLESS	PACKER	1 / 18 LB	12			
57	1 - PRODUCE	045600	GRAPE GREEN SEEDLESS	PACKER	1 / 5 LB	5			
58	1 - PRODUCE	045700	GRAPE RED SEEDLESS 5 LB	PACKER	1 / 5 LB	1			
59	1 - PRODUCE	047110	PEACH RIPE N READY 48/60	PACKER	1 / 20 LB	4			
60	1 - PRODUCE	047110	PEACH RIPE N READY 48/60	PACKER	1 / 20 LB	64			
61	1 - PRODUCE	048100	PEAR D'ANJOU US #1	PACKER	1 / CS	5			
62	1 - PRODUCE	048100	PEAR D'ANJOU US #1	PACKER	1 / CS	52			
63	1 - PRODUCE	048100	PEAR D'ANJOU US #1	PACKER	1 / CS	1			
64	1 - PRODUCE	048100	PEAR D'ANJOU US #1	PACKER	1 / CS	9			
65	1 - PRODUCE	048106	PEAR BOSC 90 CT	PACKER	1 / 40 LB	4			
66	1 - PRODUCE	048106	PEAR BOSC 90 CT	PACKER	1 / 40 LB	3			
67	1 - PRODUCE	048106	PEAR BOSC 90 CT	PACKER	1 / 40 LB	47			
68	1 - PRODUCE	048106	PEAR BOSC 90 CT	PACKER	1 / 40 LB	7			
69	1 - PRODUCE	050080	PLUM BLACK RIPE N READY	PACKER	1 / 20 LB	5			
70	1 - PRODUCE	050080	PLUM BLACK RIPE N READY	PACKER	1 / 20 LB	28			
71	1 - PRODUCE	059010	KIWI FRUIT #1 33/36 CT	PACKER	1 / FLAT	101			
72	1 - PRODUCE	060013	MANGO US#1 9/12 CT	PACKER	1 / CTN	2			
73	1 - PRODUCE	060200	FIGS BROWN 35-40CT DRIED	PACKER	1 / 5 LB	6			
74	1 - PRODUCE	060876	PUREE SAMPLE MORE FRUIT	PERFECT PUREE	1 / 14 CT	2			
75	1 - PRODUCE	060877	PUREE SAMPLE TOP FLAVORS	PERFECT PUREE	1 / 16 CT	8			
76	1 - PRODUCE	061008	PAPAYA MEXICAN	PACKER	1 / 9-12 CT	17			
77	1 - PRODUCE	080091	BROCCOLI FLORETS ICELESS	MARKON	4 / 3 LB CTN	3			
78	1 - PRODUCE	080116	BROCCOLI CROWNS ICELESS	MARKON	1 / 20 LB	12			
79	1 - PRODUCE	092005	CABBAGE GREEN US#1	PACKER	1 / 50 LB CS	1			
80	1 - PRODUCE	092037	CABBAGE GREEN JUMBO	PACKER	1 / 50LB CTN	22			
81	1 - PRODUCE	092037	CABBAGE GREEN JUMBO	PACKER	1 / 50LB CTN	1			
82	1 - PRODUCE	092060	CABBAGE GREEN	PACKER	1 / 10 LB BG	9			
83	1 - PRODUCE	093025	CABBAGE RED	PACKER	1 / 10 LB SK	1			
84	1 - PRODUCE	095040	KIWI FRUIT 118 COUNT	PACKER	1 / 118 CT	10			
85	1 - PRODUCE	095068	SPRING MIX CONVENTIONAL	PACKER	2 / 1.5 LB	4			
86	1 - PRODUCE	098010	CARROT JUMBO TX/MEX/MICH	PACKER	1 / 50LB BAG	12			
87	1 - PRODUCE	098010	CARROT JUMBO TX/MEX/MICH	PACKER	1 / 50LB BAG	20			
88	1 - PRODUCE	098015	CARROT JUMBO	PACKER	1 / 25LB CTN	3			
89	1 - PRODUCE	098016	CARROT JUMBO	PACKER	1 / 25 LB	3			
90	1 - PRODUCE	098022	CARROT JUMBO US #1	PACKER	1 / 10 LB BX	3			
91	1 - PRODUCE	098063	CARROT SHRED	MARKON	2 / 5 LB	31			
92	1 - PRODUCE	098093	CARROTEENIES 100 2 OZ	PACKER	100 / 2 OZ	125			
93	1 - PRODUCE	098093	CARROTEENIES 100 2 OZ	PACKER	100 / 2 OZ	20			
94	1 - PRODUCE	098350	CARROT SNACK WITH RANCH DIP	GRIMMWAY FARMS	36 / 4 OZ	1			
95	1 - PRODUCE	100090	CAULIFLOWER FLORETS	MARKON	2 / 3 LB PKG	67			
96	1 - PRODUCE	102012	CELERY MED FOODSERVICE PACK	MARKON	1 / 40 LB	16			
97	1 - PRODUCE	102012	CELERY MED FOODSERVICE PACK	MARKON	1 / 40 LB	17			
98	1 - PRODUCE	102025	CELERY STALK	MARKON	1 / 6 CT	44			
99	1 - PRODUCE	102025	CELERY STALK	MARKON	1 / 6 CT	51			
100	1 - PRODUCE	102207	CELERY STICKS	MARKON	4 / 5 LB	11			
101	1 - PRODUCE	104032	HERB BASIL FRESH BOX	PACKER	1 / 1 LB	4			
102	1 - PRODUCE	104273	HERB THYME FRESH	PACKER	1 / 8 OZ	5			
103	1 - PRODUCE	104407	CILANTRO 6 CT	PACKER	1 / 1 LB	1			
104	1 - PRODUCE	104407	CILANTRO 6 CT	PACKER	1 / 1 LB	16			
105	1 - PRODUCE	104446	CILANTRO 1 LB CELLO WASH & TRI	TAYLOR	1 / 1 LB	214			
106	1 - PRODUCE	104449	CILANTRO BUNCHED 10/3 CT	MARKON	10 / 3 CT	1			
107	1 - PRODUCE	105013	CARROT BABY PEELED	MARKON	2 / 5 LB	62			
108	1 - PRODUCE	105046	LETTUCE ROMAINE RED BABY	PACKER	1 / 24 CT	1			
109	1 - PRODUCE	105077	LETTUCE ROMAINE GREEN BABY	PACKER	1 / 24 CT	1			

110	1 - PRODUCE	108175	CUCUMBER SELECT US #1	PACKER	1 / 1 1/9 BU	11			
111	1 - PRODUCE	108191	CUCUMBER SELECT	PACKER	1 / 5 LB BAG	63			
112	1 - PRODUCE	108197	CUCUMBER 24 CT	PACKER	1 / 24 CT	2			
113	1 - PRODUCE	114040	GARLIC WHITE	PACKER	1 / 5 LB	1			
114	1 - PRODUCE	121003	LETTUCE BOSTON 24 CT	PACKER	1 / 25 LB	2			
115	1 - PRODUCE	123001	LETTUCE ICEBERG 24 CT	PACKER	1 / CS	46			
116	1 - PRODUCE	123008	LETTUCE ICEBERG PREM PALLETIZED	MARKON	1 / 24 CT	523			
117	1 - PRODUCE	123073	LETTUCE SHRED 1/8 IN K	MARKON	4 / 5 LB	1			
118	1 - PRODUCE	126002	LETTUCE ROMAINE 24 CT	PACKER	1 / CTN	2			
119	1 - PRODUCE	126005	LETTUCE ROMAINE 24 CT K	MARKON	1 / 24 CT	17			
120	1 - PRODUCE	126053	LETTUCE ROMAINE ARTISAN	PACKER	1 / 24 CT	1			
121	1 - PRODUCE	126085	LETTUCE ROMAINE WASH&TRIM K	MARKON	2 / 5 LB BAG	8			
122	1 - PRODUCE	127014	SALAD MIX ICEBERG/ROM 50/50	MARKON	4 / 5 LB	1			
123	1 - PRODUCE	127018	SALAD MIX W/BAG	MARKON	4 / 5 LB BAG	1			
124	1 - PRODUCE	127018	SALAD MIX W/BAG	MARKON	4 / 5 LB BAG	5			
125	1 - PRODUCE	152026	ONION WHITE JUMBO US#1	PACKER	1 / 50 LB SK	10			
126	1 - PRODUCE	152028	ONION WHITE JUMBO US#1	PACKER	1 / 10LB BAG	10			
127	1 - PRODUCE	152127	ONION PEARL PEELED	PACKER	1 / 5 LB	1			
128	1 - PRODUCE	155010	ONION YELLOW JUMBO US 1	MARKON	1 / 50 LB BX	4			
129	1 - PRODUCE	155030	ONION YELLOW JUMBO	PACKER	1 / 50 LB	74			
130	1 - PRODUCE	155063	ONION YELLOW JUMBO	PACKER	1 / 10LB CTN	4			
131	1 - PRODUCE	155063	ONION YELLOW JUMBO	PACKER	1 / 10LB CTN	68			
132	1 - PRODUCE	161028	PEA SNO GREEN US #1	PACKER	1 / 10 LB	3			
133	1 - PRODUCE	165005	PEPPER BELL GREEN LG US#1	PACKER	1 / 1 1/9 BU	89			
134	1 - PRODUCE	165005	PEPPER BELL GREEN LG US#1	PACKER	1 / 1 1/9 BU	15			
135	1 - PRODUCE	165010	PEPPER BELL GREEN US#1 CHOPPR	PACKER	1 / 1 1/9 BU	51			
136	1 - PRODUCE	165010	PEPPER BELL GREEN US#1 CHOPPR	PACKER	1 / 1 1/9 BU	8			
137	1 - PRODUCE	165041	PEPPER BELL GREEN	PACKER	1 / 5 LB CS	169			
138	1 - PRODUCE	165047	PEPPER BELL RED	PACKER	1 / 5 LB CS	8			
139	1 - PRODUCE	165058	PEPPER BELL GOLD	PACKER	1 / 5 LB BAG	8			
140	1 - PRODUCE	165083	PEPPER SERRANO	PACKER	1 / 5 LB CS	107			
141	1 - PRODUCE	165085	PEPPER SERRANO US #1	PACKER	1 / 10 LB CS	2			
142	1 - PRODUCE	165090	PEPPER SERRANO	PACKER	1 / VOL FILL	6			
143	1 - PRODUCE	165090	PEPPER SERRANO	PACKER	1 / VOL FILL	16			
144	1 - PRODUCE	165090	PEPPER SERRANO	PACKER	1 / VOL FILL	11			
145	1 - PRODUCE	165114	PEPPER BELL RED CHOPPER	PACKER	1 / 1 1/9 BU	1			
146	1 - PRODUCE	165133	PEPPER HABANERO	PACKER	1 / 8 LB	1			
147	1 - PRODUCE	165240	PEPPER ANCHO	PACKER	1 / 5 LB	2			
148	1 - PRODUCE	169150	POTATO RED "B" SIZE US#1	PACKER	1 / 10LB BAG	3			
149	1 - PRODUCE	169151	POTATO RED "B" SIZE US#1	PACKER	1 / 50 LB SK	1			
150	1 - PRODUCE	170001	POTATO RUSSET 50 CT US#1	PACKER	1 / 50LB CTN	143			
151	1 - PRODUCE	170002	POTATO RUSSET 60CT US#1	PACKER	1 / 50LB CTN	88			
152	1 - PRODUCE	170003	POTATO RUSSET 70 CT US#1	PACKER	1 / 50LB CTN	8			
153	1 - PRODUCE	170005	POTATO RUSSET 90 CT US#1	PACKER	1 / 50LB CTN	2			
154	1 - PRODUCE	170008	POTATO RUSSET 40 CT US #1	PACKER	1 / 50 LB	1			
155	1 - PRODUCE	170062	POTATO RUSSET #2 IDA 10 OZ UTL	PACKER	1 / 50 LB BX	87			
156	1 - PRODUCE	195003	SPINACH WASHED & TRIMMED	MARKON	4 / 2.5 LB	46			
157	1 - PRODUCE	200092	SQUASH ZUCCHINI FCY GREEN	MARKON/COMBS	1 / 10LB CTN	102			
158	1 - PRODUCE	200098	SQUASH ZUCCHINI MED 18-25 LB	PACKER	1 / 20 LB CS	3			

159	1 - PRODUCE	200098	SQUASH ZUCCHINI MED 18-25 LB	PACKER	1 / 20 LB CS	7			
160	1 - PRODUCE	200098	SQUASH ZUCCHINI MED 18-25 LB	PACKER	1 / 20 LB CS	27			
161	1 - PRODUCE	210001	TOMATO 4 X 4 2 LAYER	R R GILMORE	1 / 20 LB	7			
162	1 - PRODUCE	210001	TOMATO 4 X 4 2 LAYER	R R GILMORE	1 / 20 LB	1			
163	1 - PRODUCE	210002	TOMATO 4X5 2 LAYER	PACKER	1 / 20LB CTN	27			
164	1 - PRODUCE	210004	TOMATO 5X6 2 LAYER	PACKER	1 / 20 LB	2			
165	1 - PRODUCE	210006	TOMATO 5X6 1 LAYER	PACKER	1 / 10 LB	1			
166	1 - PRODUCE	210006	TOMATO 5X6 1 LAYER	PACKER	1 / 10 LB	189			
167	1 - PRODUCE	210025	TOMATO 5 X 6 1 LAYER	MARKON	1 / 10 LB	13			
168	1 - PRODUCE	210058	TOMATO 5X6 VINE RIPE 2 LAYER	PACKER	1 / 20 LB	2			
169	1 - PRODUCE	210058	TOMATO 5X6 VINE RIPE 2 LAYER	PACKER	1 / 20 LB	49			
170	1 - PRODUCE	210114	TOMATO ROMA #2	PACKER	1 / 25 LB	14			
171	1 - PRODUCE	210114	TOMATO ROMA #2	PACKER	1 / 25 LB	24			
172	1 - PRODUCE	210114	TOMATO ROMA #2	PACKER	1 / 25 LB	7			
173	1 - PRODUCE	210117	TOMATO ROMA #1	PACKER	1 / 25LB LUG	10			
174	1 - PRODUCE	210117	TOMATO ROMA #1	PACKER	1 / 25LB LUG	4			
175	1 - PRODUCE	211111	TOMATO BULK CAFE	PACKER	1 / 25LB CTN	123			
176	1 - PRODUCE	211111	TOMATO BULK CAFE	PACKER	1 / 25LB CTN	6			
177	1 - PRODUCE	211111	TOMATO BULK CAFE	PACKER	1 / 25LB CTN	375			
178	1 - PRODUCE	211111	TOMATO BULK CAFE	PACKER	1 / 25LB CTN	6			
179	1 - PRODUCE	211111	TOMATO BULK CAFE	PACKER	1 / 25LB CTN	13			
180	1 - PRODUCE	220011	TOMATO 6 X 6 LARGE	PACKER	1 / 25LB CTN	9			
181	1 - PRODUCE	220011	TOMATO 6 X 6 LARGE	PACKER	1 / 25LB CTN	7			
199	1 - PRODUCE	991002	APPLE SLICES RED USA 20/4 OZ	UNKNOWN	20 / 4 OZ	102			
			GRAND TOTAL						

Additional Terms, Conditions, & Provisions

Purchase Orders: Vendor must have a purchase order before making a delivery. Purchase Orders will be issued for each department authorized to place an order against the annual contract. The Purchase Order will list the individual items and or services along with the price.

Invoices: all Original invoices must include invoice number, invoice date, purchase order #, and corresponding department. All items must show a clear description of items purchased, and quantities ordered.

To ensure prompt payment all ORIGINAL invoices must be mailed or hand delivered by the vendor to the following address:

**Webb County Purchasing Dept.
c/o Accounts Payable
1110 Washington, Suite 101
Laredo, TX 78040**

Unit Price: Unit prices shall be shown and where there is an error in extended price, the unit price, shall govern.

Taxes: Vendor shall not include Federal Taxes or State of Texas Limited Sales Excise and use taxes in bid prices. The County of Webb is exempt from payment of such taxes. A signed exemption certificate will be available upon request.

Substitutes: Item substitutes must be authorized by ordering department, and must be billed at contracted price. Substitute items must be equal to or greater.

Capacity: Vendor must prove beyond any doubt to the County that they are duly qualified, and capable to fulfill and abide by the specifications herein listed.

Delivery:

Delivery to be made within 24 hours from request

Contract:

This contract will be awarded to the lowest, responsible proposer. The county reserves the right to award the contract to the bidders with the lowest price and/or overall Best Value. The county may award contracts to various bidders depending on geographic location within Webb County or other criteria. A signed award letter is required for a valid contract.

Award of Bid:

Proposer must state a price on all items on each section, quantities listed are best estimates actual quantities to be purchased may exceed or may be lower than quantities specified. If proposer is unable to price a particular item, please provide a written explanation.

Availability of Funds for Next Fiscal Year:

Funds are not presently available for performance under this contract beyond September 30, 2014. The County's obligation for performance of this contract beyond this date is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the County for payment of any money for performance under this contract beyond September 30, 2014 shall arise unless and until funds are made available to the Purchasing Agent for such performance and notice of such availability, to be confirmed in writing by the Purchasing Agent, is given to the contractor.

Payment of Bills:

It is hereby requested by the Webb County Commissioner's Court that all vendors submit requests for payment within 90 days after the providing of goods and/ or services to the County. This practice will allow your payment request to be processed efficiently and will expedite payment to you.

Delinquent Taxes:

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a bid/proposal.

References:

Webb County requires proposer to supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative

Legibility: Proposals must be legible and of a quality that can be reproduced.

FOB Destination:

All of the items listed are to be Free On Board to final destination '(FOB Destination) with all transportation charges if applicable to be included in the price, the title and risk of loss of goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

Estimated Quantities:

The estimated quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal. The County will order on an as needed basis.

Statements:

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the various proposal packages and/or proposal instructions/ requirements.

Pricing: Pricing provided in the bid by the vendor must remain constant for the duration of the contract, and all prices must be rounded to the nearest cent. All charges, surcharges, fees, and all costs associated with shipping must be reflected in the price. Webb County will not pay charges that are not stipulated in our contracts.

Other Fees, Charges, Surcharges: Webb County does not pay for, Overtime charges, Fuel Charges, Rental fee, Travel Fees and or surcharges for entities located out of town, or any other fees that are not stipulated in the contract.

Quote Fees: If a vendor is providing an estimate for work not under contract, the vendor must identify the estimate fee prior to diagnosing. A purchase order will be necessary if a fee will be applied to quotes and or estimates.

Termination: The County of Webb may terminate their participation in this contract upon thirty (30) Days written notice.

Ethics: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

Proprietary Information:

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Furnished Forms: All bids should be submitted on furnished forms. Bids submitted on forms other than those provided by Webb County will not be considered.

Open Market: If awarded vendor cannot provide the items under this contract, or abide by the terms & conditions of this contract, The County reserves the right to purchase items from the open market, and or terminate the contract upon a 30 day written notice to the vendor.

Specification Clarification: If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the Purchasing Agent on or before 5 days prior to the closing date of the BID/RFP/RFQ a request for clarification. Changes and or clarifications to the specifications will be done in the form of an addendum. The addendum will be posted on the Webb County website (www.webbcountytexas.gov), and emailed to the vendors that are on the Webb County vendor list. Questions may also be submitted 5 days prior to the closing date of the BID/RFP/RFQ, and will be answered, and posted on the Webb County website.

References

Name of Firm	Address	Phone	Name of Contact

Vendor Information:

Name of Company: _____

Address: _____

Phone: _____

Email: _____

Signature of Person Authorized to Sign Bid:

(Signature)

(Printed Name)

(Title)

Vendor to indicate status as to: "Partnership", "Corporation", "Land Owner", etc.

(Date)

IMPORTANT

Vendor must complete this bid document in its entirety in order for it to be valid

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

This is to certify that _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.(Business Name)

_____ owes no property taxes as a resident of Webb County.(Business Owner)

Person who can attest to the above information

*** SIGN DOCUMENT AND PROVIDE PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

Webb County

Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Danny Valdez
2. Commissioner Miguel Montemayor
3. Commissioner Rosaura Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49th Judicial District
7. Judge Becky Palomo, 341st Judicial District
8. Judge Monica Notzon, 111th Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

☐ Yes

☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.
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Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction?

☐ Yes

☐ No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.

Name of Authorized Representative	Title

Signature – Authorized Representative

Date

NOTICE TO ALL Proposers

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

Dr. Cecilia May Moreno
Webb County Purchasing Agent